

EXHIBIT 1

AMENDMENT NO. 3
to the
INTERCONNECTION AGREEMENT
between
VERIZON VIRGINIA INC.
and
CAVALIER TELEPHONE, L.L.C.

This Amendment No 3 (the "Amendment") shall be deemed effective on April 1, 2003 (the "Effective Date") by and between Verizon Virginia Inc. ("Verizon"), a Virginia corporation with offices at 600 East Main Street, Richmond, Virginia 23261 and Cavalier Telephone, L.L.C., a Virginia limited liability company with offices at 2134 West Laburnum Avenue, Richmond, Virginia 23227-4342 ("Cavalier"). Verizon and Cavalier being referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in the Commonwealth of Virginia (the "State").

WITNESSETH

WHEREAS, pursuant to an adoption letter dated January 13, 1999 (the "Adoption Letter"), Cavalier adopted in the Commonwealth of Virginia, the interconnection agreement between MCImetro Access Transmission Services of Virginia, Inc and Verizon (the "Terms"); and

WHEREAS, Verizon and Cavalier wish to amend the Terms, in accordance with the terms hereof, in order to continue to exchange certain traffic over One-Way and Two-Way Interconnection Trunk groups, and in order to establish other transport related terms for such traffic applicable for both One-Way Interconnection Trunks and Two-Way Interconnection Trunks,

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows

- 1 The Parties agree that the terms and conditions set forth in the Interconnection Attachment and the Pricing Appendix to the Interconnection Attachment attached hereto shall govern interconnection between Verizon and Cavalier and Verizon's use of Cavalier's transport facilities
- 2 Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument
- 4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5 Scope of Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after the Effective Date

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Effective Date.

CAVALIER TELEPHONE, L.L.C.

VERIZON VIRGINIA INC.

By _____

By _____

Printed _____

Printed: Jeffrey A. Masoner

Title. _____

Title Vice-President - Interconnection Services
Policy & Planning

INTERCONNECTION ATTACHMENT

1. General

Each Party shall provide to the other Party, in accordance with the Terms, as amended (hereinafter referred to in this Interconnection Attachment as the "Agreement") but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Attachment, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Attachment, the Agreement or otherwise, would not include a Cavalier Wire Center, Cavalier switch or any portion of a transport facility provided by Verizon to Cavalier or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Cavalier or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Attachment.

2. Points of Interconnection; Trunk Types; Use of Cavalier Transport Facilities Generally

2.1 Point(s) of Interconnection

- 2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by Cavalier.

2.2 Trunk Types

- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:
 - 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with the terms of this Attachment,
 - 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Cavalier Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with the Agreement and this Attachment, and
 - 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to (a) choke trunks for traffic congestion and testing, and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g., 800/888/877) traffic
- 2.2.2 Other types of trunk groups may be used by the Parties as provided in the Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks or Trunks for 500/555 traffic)

- 2 2 3 In accordance with the terms of this Attachment, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).
- 2 2 4 Cavalier shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which Cavalier originates calls for Verizon to terminate.
- 2 2 5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time and/or 200,000 minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network, or, (b) if Two-Way Interconnection Trunks are used, Cavalier shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

2 3 One-Way Interconnection Trunks

- 2.3 1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Cavalier to Verizon, Cavalier, at Cavalier's own expense, shall.
- 2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
- 2 3 1 2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to the Agreement or an applicable Verizon Tariff, from Verizon.
- 2 3 2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from Cavalier to Verizon with a utilization level of less than sixty-five percent (65%), unless the Parties agree otherwise, Cavalier will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty-five percent (65%) In the event Cavalier fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect a sufficient number of trunks to attain a utilization level of approximately sixty-five percent (65%)
- 2 3 3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to Cavalier, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA If and to the extent that, Verizon uses Cavalier's transport facilities for the delivery of traffic from Verizon to Cavalier, Verizon's use of such transport facilities shall be governed by Section 2.5 of this Attachment.

2 4 Two-Way Interconnection Trunks.

- 2 4 1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Cavalier, Cavalier, at its own expense, shall:
- 2 4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
 - 2 4 1 2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to the Agreement or an applicable Verizon Tariff, from Verizon.
- 2 4 2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Cavalier, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If and to the extent that, Verizon uses Cavalier's transport facilities for the delivery of traffic from Verizon to Cavalier, Verizon's use of such transport facilities shall be governed by Section 2.5 of this Attachment
- 2 4 3 Prior to establishing any Two-Way Interconnection Trunks, Cavalier shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks
- 2 4 4 On a semi-annual basis, Cavalier shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that Cavalier anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Cavalier and Verizon. Cavalier's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time
- 2 4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2 4 6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available
- 2 4 7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Second (Hundred Call Second) equal to five (5)
- 2 4 8 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B 005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B 01 during the average time consistent busy hour. Verizon and Cavalier shall engineer Two-Way Interconnection Trunks using BOC Notes on the LEC Networks SR-TSV-002275

- 2 4 9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B 005 or B.01, as applicable) for three (3) consecutive calendar traffic study months
- 2 4 10 Cavalier shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group Cavalier shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Cavalier shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.4 11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and Cavalier has not notified Verizon that it has corrected such blocking, Verizon may submit to Cavalier a Trunk Group Service Request directing Cavalier to remedy the blocking. Upon receipt of a Trunk Group Service Request, Cavalier will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.
- 2 4 12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented Cavalier will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty-five percent (65%), unless the Parties agree otherwise, Cavalier will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty-five percent (65%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Cavalier fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect a sufficient number of trunks to attain a utilization level of approximately sixty-five percent (65%) In the event Two-Way Interconnection Trunks are provided over Cavalier's transport facilities, the use and disconnection of those transport facilities shall be governed by Section 2 5 of this Attachment.
- 2 4 13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and Cavalier's network, Verizon's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan
- 2 4 14 Cavalier will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from Cavalier to a Verizon End

Office will first be routed to the End Office Interconnection Trunk group between Cavalier and the Verizon End Office.

2.5 Use of Cavalier Transport Facilities.

2.5.1 As of the Effective Date, Verizon is delivering Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at Cavalier's existing collocation arrangements located within certain Verizon End Office Wire Centers pursuant to the geographically relevant interconnection point provisions of the Parties' prior interconnection agreement that became effective on or before January 1, 2002. Such collocation arrangements are listed in Schedule 2.5. Verizon may, at its sole discretion, but only after March 31, 2006, and upon thirty (30) days written notice to Cavalier, discontinue delivering Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at any or all of Cavalier's collocation arrangements listed in Schedule 2.5 and, instead, may deliver such traffic to Cavalier at the "Corresponding POI" (i.e., a mutually agreed-upon POI on Verizon's network at a Verizon Wire Center where Cavalier would accept Verizon's Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic) to which the Parties have agreed, as listed on Schedule 2.5.

2.5.2 In the event and to the extent that Verizon continues to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at Cavalier's collocation arrangement(s) listed in Schedule 2.5 after the Effective Date, Cavalier will bill Verizon, and Verizon will compensate Cavalier, for Cavalier's transport facilities used by Verizon as follows:

2.5.2.1 For each DS-1 transport facility used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-1 Unbundled Dedicated Transport – Interoffice Transport recurring rates as set forth in the Pricing Appendix, and shall not bill Verizon any additional DS-3 Unbundled Dedicated Transport – Interoffice Transport recurring rates. Where such Verizon rates are based on the mileage of the transport facility, Cavalier will use the mileage listed in Schedule 2.5 for the distance between the relevant Cavalier collocation arrangement and the Corresponding POI. Notwithstanding any other provision of this Attachment, the Agreement or otherwise, Cavalier will not bill Verizon, and Verizon will not have any obligation to pay any other charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges, and nonrecurring charges (except for nonrecurring charges if and, to the extent applicable under, Section 2.5.3, for such transport facility provided by Cavalier (whether provided directly or indirectly, i.e., through use of a third party's facilities)). To the extent Verizon delivers Verizon's Reciprocal Compensation Traffic, Verizon's Measured Internet Traffic and/or Verizon's IntraLATA Toll Traffic over such transport facilities provided by Cavalier, Verizon will not bill Cavalier and Cavalier shall have no obligation to pay any charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges, and nonrecurring charges for such transport facilities provided by Cavalier; provided, however, that Verizon will bill and Cavalier will pay Verizon's applicable Tariff charges for other traffic delivered over such transport facilities provided by Cavalier.

2.5.2.2 For each DS-3 transport facility used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-3 Unbundled Dedicated Transport – Interoffice Transport recurring rates as set forth in the Pricing Appendix, and shall not bill Verizon any additional DS-1 Unbundled Dedicated Transport – Interoffice Transport recurring rates. Where such Verizon rates are based on the mileage of the transport facility, Cavalier will use the mileage listed in Schedule 2.5 for the distance between the relevant Cavalier collocation arrangement and the Corresponding POI. Notwithstanding any other provision of this Attachment, the Agreement or otherwise, Cavalier will not bill Verizon, and Verizon will not have any obligation to pay any other charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges, and nonrecurring charges (except for nonrecurring charges if and, to the extent applicable under, Section 2.5.3, for such transport facility provided by Cavalier (whether provided directly or indirectly, *i.e.*, through use of a third party's facilities)). To the extent Verizon delivers Verizon's Reciprocal Compensation Traffic, Verizon's Measured Internet Traffic and/or Verizon's IntraLATA Toll Traffic over such transport facilities provided by Cavalier, Verizon will not bill Cavalier and Cavalier shall have no obligation to pay any charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges, and nonrecurring charges for such transport facilities provided by Cavalier, provided, however, that Verizon will bill and Cavalier will pay Verizon's applicable Tariff charges for other traffic delivered over such transport facilities provided by Cavalier.

As long as Verizon continues to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at a Cavalier collocation arrangement listed in Schedule 2.5 after the Effective Date, Cavalier will continue to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Verizon using that same collocation arrangement listed in Schedule 2.5.

2.5.3 When Verizon delivers Virtual Foreign Exchange Traffic ("V/FX Traffic") over the same transport facilities as Verizon uses to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic, Cavalier's transport charges set forth under Section 2.5 shall be prorated so as not to apply to V/FX Traffic. As used in this Attachment, V/FX Traffic is defined as calls in which a Cavalier Customer is assigned (or obtains) a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station (e.g., a situation in which an ISP modem bank or other applicable equipment is physically located outside of the Rate Center Area associated with the ISP's telephone number). For the avoidance of any doubt, Cavalier shall pay Verizon's applicable originating access charges for all V/FX Traffic originated by a Verizon Customer, and Verizon shall use the Originating V/FX Factor to determine the number of such minutes of originating access charges to bill Cavalier, and Cavalier shall pay Verizon's terminating access charges for all V/FX Traffic originated by a Cavalier Customer, and Verizon shall use the Terminating V/FX Factor to determine the number of such minutes of terminating access charges to bill Cavalier. Accordingly, Cavalier agrees to provide to Verizon on the Effective Date (and from time to time at Verizon's request, but no more frequently than twice a calendar year) an auditable factor ("Originating V/FX Factor") noting the percentage, of the total relevant minutes of use of traffic originated by Verizon and transmitted to Cavalier.

appearing to be local based on the NPA/NXX codes of the calling and called numbers, that constitutes V/FX Traffic. Cavalier shall also provide to Verizon, on the Effective Date (and from time to time at Verizon's request, but no more frequently than twice a calendar year) an auditable factor ("Terminating V/FX Factor") noting the percentage, of the total relevant minutes of use of traffic originated by Cavalier and transmitted to Verizon appearing to be local based on the NPA/NXX codes of the calling and called numbers, that constitutes V/FX Traffic. Both the Originating V/FX Factor and the Terminating V/FX Factor shall be provided by Cavalier for each LATA, using reasonable, periodic traffic studies or other documented means subject to audit by Verizon. If an audit, undertaken by Verizon at its expense, shows material inaccuracy in Cavalier's Originating V/FX Factor or Terminating V/FX Factor, then Cavalier will compensate Verizon in an amount equal to: (a) the reasonable cost of the audit, (b) a refund of any Reciprocal Compensation payment that Cavalier improperly received, and (c) the access charges applicable to the erroneously attributed minutes of use. If Cavalier does not provide to Verizon the Originating V/FX Factor and/or the Terminating V/FX Factor within ninety (90) days of Verizon's request therefore, the Originating V/FX Factor and/or Terminating V/FX Factor, as appropriate, shall be deemed to be one hundred percent (100%). The Parties agree that the Originating V/FX Factors and the Terminating V/FX Factors, as of the Effective Date, with respect to the applicable traffic exchanged at the Cavalier collocation arrangements listed in Schedule 2.5 are as set forth in such Schedule. Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). For the avoidance of any doubt, Cavalier shall pay Verizon's originating access charges for all V/FX Traffic originated by Verizon's Customer, and Cavalier shall likewise pay Verizon's terminating access charges for all V/FX Traffic terminated to Cavalier's Customer. The foregoing provisions regarding V/FX Traffic are subject to any changes in Applicable Law.

- 2.5.4 Upon Verizon's request and in accordance with this Interconnection Attachment, Cavalier will increase or decrease (i.e., as compared to the quantity provided as of the Effective Date) the quantity of transport facilities, or change the type (e.g., convert DS-1s to DS-3s), used by Verizon to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at any of Cavalier's collocation arrangements listed in Schedule 2.5. If and, to the extent that, any transport facilities become Underutilized, the Parties shall, upon Verizon's request, regroom (within thirty (30) days of Verizon's request) such transport facilities to an appropriate utilization level, consistent with sound engineering practices, and the amount of monthly charges paid by Verizon shall be reduced appropriately based on Verizon's DS-1 or DS-3 Unbundled Dedicated Transport - Interoffice Transport recurring rates as set forth in the Pricing Appendix, such that Verizon shall be billed and shall pay for only those transport facilities that Verizon would be using if the transport facilities were properly groomed. For purposes of this Section 2.5, "Underutilized" means that the average usage during the time consistent busy hour for the twenty (20) business days in the month preceding the applicable measurement date shows less than sixty-five percent (65%) of the total capacity of a trunk group is being used for the exchange of traffic, and provided further that, in the case of Two-Way Interconnection Trunks, the amount of monthly charges paid by Verizon shall also be reduced appropriately based on Verizon's DS-1 or DS-3 Unbundled Dedicated Transport - Interoffice Transport recurring rates as set forth in the Pricing Appendix, if and, to the extent that, the Proportionate Percentage of Use ("PPU") of such Two-Way Interconnection Trunks decreases. For increases in the quantity of DS-1 transport facilities used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-1 Unbundled Dedicated Transport - Interoffice Transport nonrecurring rates as set forth in the Pricing Appendix. For

increases in the quantity of DS-3 transport facilities used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-3 Unbundled Dedicated Transport - Interoffice Transport nonrecurring rates as set forth in the Pricing Appendix. The recurring rates for such increased DS-1 and DS-3 transport facilities shall be as set forth above in this Section 2.5. Notwithstanding any other provision of this Attachment, the Agreement or otherwise, Cavalier will not bill Verizon and Verizon shall have no obligation to pay any nonrecurring charges or any other charges for decreases in the quantity of any DS-1 or DS-3 transport facilities used by Verizon. For the avoidance of any doubt and notwithstanding any other provision of this Attachment, the Agreement or otherwise, Verizon shall charge (and Cavalier shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Appendix for Reciprocal Compensation Traffic Cavalier physically delivers at the Verizon Wire Center in which the terminating Verizon End Office is located, and otherwise Verizon shall charge (and Cavalier shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Appendix for Reciprocal Compensation Traffic Cavalier delivers to Verizon at another Verizon Wire Center.

- 2.5.5 Where the transport facilities provided by Cavalier are part of a Two-Way Interconnection Trunk group, the Parties will work cooperatively to calculate a PPU factor for each Party for those facilities, based on the number of minutes of applicable traffic that each Party sends, as compared to the total number of minutes of applicable traffic that both Parties send over that Two-Way Interconnection Trunk group. Verizon's percentage of use of the facilities that are part of the Two-Way Interconnection Trunk group (which percentage, for the avoidance of any doubt, shall not be based upon any V/FX Traffic originated by Verizon), as shown by its PPU, will be used by Cavalier to bill Verizon for the transport facilities used by Verizon in accordance with this Section 2.5. As of the Effective Date, the respective Verizon PPUs, for each applicable Verizon End Office Wire Center at which the Parties use Two-Way Interconnection Trunk groups, are set forth in Schedule 2.5. At either Party's option (but no more often than twice a calendar year), the Parties may set new PPU factors.
- 2.5.6 In the event Verizon, after March 31, 2006, and at its sole discretion, decides to stop delivering Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at any Cavalier collocation arrangement(s) listed in Schedule 2.5, Verizon will give Cavalier thirty (30) days written notice that it intends to deliver such traffic to Cavalier at the Corresponding POI (for such Cavalier collocation arrangement) listed in Schedule 2.5. Within ten (10) days of Cavalier's receipt of such notice, Cavalier will inform Verizon in writing whether it will continue to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Verizon at Cavalier's collocation arrangement listed in Schedule 2.5 or whether Cavalier will instead deliver such traffic to Verizon at the Corresponding POI. Cavalier will accept Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic from Verizon at the Corresponding POI beginning on the date specified in Verizon's notice and, notwithstanding any other provision of this Attachment, the Agreement or otherwise, Cavalier will discontinue billing Verizon and Verizon shall have no obligation to pay for any transport facilities associated with that traffic (i.e., the traffic with respect to which Verizon gave notice that Verizon intends to deliver it at the Corresponding POI) for periods beginning on the date specified in Verizon's notice.
- 2.5.7 The interconnection terms in this Interconnection Attachment shall be included in any successor agreement to the Agreement that Verizon and Cavalier may

negotiate or reach through arbitration during the period from the Effective Date through March 31, 2006, or in the event Cavalier shall enter into a successor agreement to the Agreement by means of an in-state or interstate adoption between the Effective Date and March 31, 2006, then such adopted terms shall be amended concurrently with the execution of the adoption agreement or acknowledgement letter, as applicable, to include the terms set forth in this Interconnection Attachment. In addition, Cavalier waives any and all rights it may have under Applicable Law to (i) exercise change of law provisions, (ii) opt into different contracts or contract terms, or (iii) negotiate, mediate, litigate or arbitrate any of the matters addressed by this Interconnection Attachment, if the effect of any of the foregoing actions would be to change or create a conflict with this Interconnection Attachment.

3. Alternative Interconnection Arrangements

- 3 1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Fiber Meet arrangement.
- 3 2 The establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Fiber Meet arrangement
- 3 3 Except as otherwise agreed by the Parties, Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic

4. Initiating Interconnection

- 4 1 If Cavalier determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Attachment and/or the Agreement, Cavalier shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Attachment and the Agreement
- 4 2 The notice provided in Section 4 1 of this Attachment shall include (a) the initial Routing Point(s), (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Attachment, (c) Cavalier's intended Interconnection activation date, (d) a forecast of Cavalier's trunking requirements conforming to the Agreement; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.
- 4 3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Cavalier's notice provided for in Section 4 1 of this Attachment, Verizon and Cavalier shall confirm the technically feasible Point of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA

5. Glossary

5 1 Extended Local Calling Scope Arrangement

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling

Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area

5.2 FCC Internet Order.

Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001)

5.3 Internet Traffic

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission

5.4 Measured Internet Traffic

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.

5.5 POI (Point of Interconnection)

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in this Interconnection Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Attachment. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a Cavalier Wire Center, Cavalier switch or any portion of a transport facility provided by Verizon to Cavalier or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Cavalier or another party.

5.6 Reciprocal Compensation

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in this Interconnection Attachment)

5.7 Reciprocal Compensation Traffic

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information

Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas, as defined by Verizon (unless otherwise required by a change in Applicable Law). Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area, as defined by Verizon (unless otherwise required by a change in Applicable Law), and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic, (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; (7) Voice Information Service Traffic, or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in this Interconnection Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

5.8 Voice Information Service Traffic

A service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, or is delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under this Interconnection Attachment.

Schedule 2 5

End Office Interconnection Arrangements
Between Cavalier and VERIZON
for the Commonwealth of Virginia

LATA 236

Herndon Switch HRNDVA13DS0						
Cavalier's Collocation Arrangements at VERIZON's End Offices	Corresponding POI within the LATA.	VERIZON PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Correspondin g POI	Originating V/FX Factor	Terminating VF/X Factor
ALXNVAADHPK	ARTNVAAR	60	2 DS1s	6	0	0
ALXNVAAXHPP	ARTNVAAR	60	1 DS1s	5	0	0
ALXNVABAHPM	ARTNVAAR	60	1 DS1s	3	0	0
ALXNVABRHPE	ARTNVAAR	60	0 DS1s	7	0	0
ALXNVACNHPK	ARTNVAAR	60	1 DS1s	6	0	0
ALXNVAFRHPE	ARTNVAAR	60	1 DS1s	8	0	0
ALXNVAMVHPG	ARTNVAAR	60	1 DS1s	11	0	0
ARTNVAARHPV	ARTNVAAR	60	2 DS1s	0	0	0
ARTNVACKHPN	ARTNVAAR	60	1 DS1s	2	0	0
ARTNVACYHPC	ARTNVAAR	60	0 DS1s	3	0	0
ARTNVAFCHPK	ARTNVAAR	60	2 DS1s	4	0	0
CNVIVACTHPQ	ARTNVAAR	60	4 DS1s	17	0	0
FLCHVAMFHPJ	ARTNVAAR	60	3 DS1s	8	0	0
FRFXVABFHPJ	ARTNVAAR	60	2 DS1s	11	0	0
FRFXVAFFHPP	ARTNVAAR	60	3 DS1s	12	0	0
HRNDVAHEHPQ	ARTNVAAR	60	3 DS1s	18	0	0
HRNDVASTHPJ	ARTNVAAR	60	2 DS1s	19	0	0
MCLNVALVHPR	ARTNVAAR	60	4 DS1s	7	0	0
RSTNVAFMHPK	ARTNVAAR	60	2 DS1s	15	0	0
SPFDVASPHPJ	ARTNVAAR	60	2 DS1s	10	0	0
VINNVAVNHPK	ARTNVAAR	60	1 DS1s	10	0	0

LATA 236

Washington DC Switch WASJDCDBDS1						
Cavalier's Collocation Arrangements at VERIZON's End Offices	Corresponding POI within the LATA	VERIZON PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating VF/X Factor
				VA		
ALXNVAADHPK	ARTNVAAR	60	2 DS1s	6	0	0
ALXNVAAXHPP	ARTNVAAR	60	2 DS1s	5	0	0
ALXNVABAHPM	ARTNVAAR	60	2 DS1s	3	0	0
ALXNVACNHPK	ARTNVAAR	60	1 DS1s	6	0	0
ALXNVAMVHPG	ARTNVAAR	60	1 DS1s	11	0	0
ARTNVAARHPV	ARTNVAAR	60	1 DS1s	0	0	0
ARTNVACKHPN	ARTNVAAR	60	1 DS1s	2	0	0
ARTNVAFCCHPK	ARTNVAAR	60	1 DS1s	4	0	0
CNVIVACTHPQ	ARTNVAAR	60	3 DS1s	17	0	0
FLCHVAMFHPJ	ARTNVAAR	60	3 DS1s	8	0	0
FRFXVABFHPJ	ARTNVAAR	60	1 DS1s	11	0	0
HRNDVAHEHPQ	ARTNVAAR	60	2 DS1s	18	0	0
RSTNVAFMHPK	ARTNVAAR	60	2 DS1s	15	0	0
ALXNVAFRHPE	ARTNVAAR	60	1 DS1s	8	0	0
ARTNVAARHRH	ARTNVAAR	60	2 DS1s	0	0	0
FRFXVAFFHPP	ARTNVAAR	60	2 DS1s	12	0	0
HRNDVASTHPJ	ARTNVAAR	60	2 DS1s	18	0	0
MCLNVALVHPR	ARTNVAAR	60	3 DS1s	7	0	0
SPFDVASPHPJ	ARTNVAAR	60	2 DS1s	10	0	0
VINNVAVNHPK	ARTNVAAR	60	2 DS1s	10	0	0

LATA 248						
Richmond Switch RCMDVAUIDS0						
Cavalier's Collocation Arrangements At VERIZON's End Offices	Corresponding POI within the LATA	VERIZON PPU as of Effective Date	Number of One-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating VF/X Factor
BTHIVABTHPA	RCMDVAGR	NA	5 DS1s	15	0	0
CHESVACRHP	RCMDVAGR	NA	6 DS1s	13	0	0
MCHVVAMVHPE	RCMDVAGR	NA	5 DS1s	6	0	0
MDLTVAMDHPA	RCMDVAGR	NA	11 DS1s	13	0	0
RCMDVACGHPH	RCMDVAGR	NA	3 DS1s	8	0	0
RCMDVAGKHPE	RCMDVAGR	NA	4 DS1s	10	0	0
RCMDVAGRHPG	RCMDVAGR	NA	32 DS1s	0	0	0
RCMDVAGYHGC	RCMDVAGR	NA	4 DS1s	14	0	0
RCMDVAHRHPE	RCMDVAGR	NA	4 DS1s	6	0	0
RCMDVAHSHPA	RCMDVAGR	NA	1 DS1s	8	0	0
RCMDVALSHPE	RCMDVAGR	NA	5 DS1s	7	0	0
RCMDVAPEHPN	RCMDVAGR	NA	12 DS1s	10	0	0
RCMDVAPSHPL	RCMDVAGR	NA	5 DS1s	7	0	0
RCMDVARAHPG	RCMDVAGR	NA	4 DS1s	4	0	0
RCMDVASRHPE	RCMDVAGR	NA	6 DS1s	3	0	0
SNTNVASSHPA	RCMDVAGR	NA	2 DS1s	7	0	0
RCMDVAHLHPF	RCMDVAGR	NA	4 DS1s	4	0	0
FCMDVASNHPA	RCMDVAGR	NA	2 DS1s	3	0	0

LATA 248						
Richmond Switch RCMDVAZODS0						
Cavalier's Collocation Arrangements at VERIZON's End Offices	Corresponding POI within the LATA	VERIZON PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Correspondin g POI	Originating V/FX Factor	Terminating VF/X Factor
BTHIVABTHPA	RCMDVASR	60	7 DS1s	15	0	0
CHESVACRHP	RCMDVASR	60	7 DS1s	14	0	0
MCHVVAMVHPE	RCMDVASR	60	5 DS1s	6	0	0
MDLTVAMDHPA	RCMDVASR	60	8 DS1s	11	0	0
RCMDVACGHVA	RCMDVASR	60	10 DS1s	8	0	0
RCMDVAGKHPE	RCMDVASR	60	5 DS1s	8	0	0
RCMDVAGRHPG	RCMDVASR	60	19 DS1s	3	0	0
RCMDVAGYHGC	RCMDVASR	60	4 DS1s	12	0	0
RCMDVAHLHPF	RCMDVASR	60	7 DS1s	4	0	0
RCMDVAHRHPE	RCMDVASR	60	9 DS1s	4	0	0
RCMDVAHSHPA	RCMDVASR	60	3 DS1s	6	0	0
RCMDVAITHPA	RCMDVASR	60	20 DS1s	7	0	0
RCMDVALSHPE	RCMDVASR	60	9 DS1s	5	0	0
RCMDVAPEHCH	RCMDVASR	60	10 DS1s	8	0	0
RCMDVAPSHPL	RCMDVASR	60	11 DS1s	8	0	0
RCMDVARAHPC	RCMDVASR	60	9 DS1s	6	0	0
RCMDVASNHPA	RCMDVASR	60	8 DS1s	3	0	0
RCMDVASRHPE	RCMDVASR	60	15 DS1s	0	0	0
SNTNVASSHPA	RCMDVASR	60	4 DS1s	9	0	0

Norfolk Switch NRFLVA68DS0						
Cavalier's Collocation Arrangements at VERIZON's End Offices	Corresponding POI within the LATA	VERIZON PPU as of Effective Date	Number of Two-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating VF/X Factor
CHSKVAGUHPA	NRFLVABS	60	5 DS1s	3	0	0
HMPNVAABHPC	NRFLVABS	60	10 DS1s	15	0	0
HMPNVAQNHPF	NRFLVABS	60	8 DS1s	13	0	0
HMPNVAWDHPA	NRFLVABS	60	5 DS1s	15	0	0
NRFLVABLHPC	NRFLVABS	60	4 DS1s	5	0	0
NRFLVABSHPG	NRFLVABS	60	15 DS1s	0	0	0
NRFLVASPHPE	NRFLVABS	60	11 DS1s	4	0	0
NRFLVAWCHPC	NRFLVABS	60	7 DS1s	5	0	0
NWNWVAHUHPC	NRFLVABS	60	8 DS1s	12	0	0
NWNWVAHVHPA	NRFLVABS	60	6 DS1s	17	0	0
NWNWVAJFHPC	NRFLVABS	60	8 DS1s	24	0	0
VRBHVACCHPC	NRFLVABS	60	8 DS1s	8	0	0
VRBHVAGNHPA	NRFLVABS	60	3 DS1s	14	0	0
VRBHVAILHPA	NRFLVABS	60	4 DS1s	8	0	0
VRBHVAI RHPE	NRFLVABS	60	7 DS1s	6	0	0
VRBHVAPTHPC	NRFLVABS	60	11 DS1s	12	0	0
VRBHVARCHPA	NRFLVABS	60	5 DS1s	9	0	0
VRBHVAVBHPA	NRFLVABS	60	5 DS1s	12	0	0
WLBGVAWMHPE	NRFLVABS	60	7 DS1s	37	0	0
NRFLVAGSHPA	NRFLVABS	60	6 DS1s	7	0	0

LATA 252						
Richmond Switch RCMDVAUIDS0						
Cavalier's Collocation Arrangements at VERIZON's End Offices	Corresponding POI within the LATA	VERIZON PPU as of Effective Date	Number of One-Way Transport Facilities as of Effective Date	Mileage Between Cavalier's Collocation Arrangement and Corresponding POI	Originating V/FX Factor	Terminating VF/X Factor
NRFLVABSHPG	NRFLVABS	NA	18 DS1s	0	0	0
VRBHVACCHPC	NRFLVABS	NA	1 DS1s	8	0	0
VRBHVAIRHPE	NRFLVABS	NA	1 DS1s	6	0	0
VRBHVAVBHPA	NRFLVABS	NA	1 DS1s	12	0	0
VRBHVAPTHPC	NRFLVABS	NA	1 DS1s	12	0	0

Pricing Appendix to the Interconnection Attachment

1. General

- 1 1 As used in this Appendix, the term "Charges" means the rates, fees, charges and prices for a Service
- 1 2 Charges for Services shall be as stated in this Section 1.
- 1 3 Unless the Parties specifically agree otherwise, the Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff
- 1 4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Exhibit A of this Pricing Appendix. For rate elements provided in Exhibit A of this Pricing Appendix that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify Cavalier in writing of such Charge in accordance with, and subject to, the notices provisions of the Agreement and thereafter shall bill Cavalier, and Cavalier shall pay to Verizon, for services provided under this Attachment on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Cavalier pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A of this Pricing Appendix immediately after Verizon sends such notice to Cavalier and thereafter
- 1 5 The Charges stated in Exhibit A of this Pricing Appendix shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A of this Pricing Appendix also shall be automatically superseded by any different Charge(s) when such different Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such different Charge(s) are not subject to a stay issued by any court of competent jurisdiction
- 1 6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1 5, if Charges for a Service are otherwise expressly provided for in the Agreement, the Combination Attachment or this Pricing Appendix to the Combination Attachment, such Charges shall apply.
- 1 7 In the absence of Charges for a Service established pursuant to Sections 1 3 through 1 6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under the Agreement, the Interconnection Attachment and this Pricing Appendix to the Interconnection Attachment that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the

right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251

3. Regulatory Review of Prices

Notwithstanding any other provision of the Agreement, the Interconnection Attachment and this Pricing Appendix to the Interconnection Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction. (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise), and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

4. Additional Rates in Exhibit A.

Cavalier should note that Exhibit A may contain rates for certain services the terms for which are not included in the Agreement or the Interconnection Attachment. Verizon has not deleted such rates from Exhibit A. However, the inclusion of such rates in Exhibit A in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions

Exhibit A

**VERIZON VIRGINIA INC. and Cavalier¹
V1.0**

A. UNBUNDLED NETWORK ELEMENTS²

Service or Element Description:	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Unbundled Dedicated Transport - Interoffice Transport		
DS-1	\$35.10/Month	<u>All.</u> Service Order Connect: \$10.81/Order
DS-3	\$604.53/Month	Service Order Disconnect: \$4.91/Order Plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order <u>DS1, DS3:</u> \$216.79/Initial Facility & \$11.86/Additional Facility Connect \$92.88/Initial Facility & \$7.27/Additional Facility Disconnect

¹ Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to Cavalier when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Cavalier in the carriage of Toll Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Appendix A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.

If the charges for a service, facility or arrangement that is to be provided under the Agreement are not set out in this Appendix A or provided for elsewhere in the Agreement, then the charges for such service, facility or arrangement shall be mutually agreed to by the Parties in writing.

² Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.